

("BT")

TNT SPORTS COMMERCIAL REFERRER TERMS & CONDITIONS

1. Status:

All references to "BT", "we" or "us" in this Agreement, shall, unless context otherwise requires, mean British Telecommunications plc, a company registered in England with registered number 180000 and registered office at 1 Braham Street, London, United Kingdom, E1 8EE ("BT").

All references to "you" shall mean the independent referrer who is signing this agreement.

2. Definitions

For the purposes of this agreement:

- (a) **"Agreement"** means the Application Form signed by you together with the TNT Sports Commercial Referred Terms and Conditions.
- (b) **"Application Form"** means the form for you to apply to the Referred Commission Scheme. This is available on request via 0800 085 7000 or via bt sport.groups@bt.com.
- (c) **"BT Service"** means the sports broadcast services transmitted by BT via a Satellite Receiver Box(es) and Viewing Card(s).
- (d) **"BT Customer"** means any commercial customer that subscribes to the BT Service under an Agreement. For the avoidance of doubt a BT Customer is a non-residential customer that has activated its Viewing Card(s) and is receiving and paying subscription charges for the BT Service.
- (e) **"BT's Accounts Payable Service Provider"** means Steria Limited or such other company as BT may specify from time to time upon giving at least one month's written notice to you.
- (f) **"Commission"** means the commission payable to you in accordance with clause 6 of this Agreement.
- (g) **"Customer Agreement"** means the agreement for TNT Sports – Group Commercial Premises which consists of an Order Form, Annex 1 (Details of Premises and Charges), Annex 2 (Service Level Targets) and Annex 3 (TNT Sports Standard Conditions for Commercial Premises (Group Premises)) between BT and a BT Customer.
- (h) **"E-invoicing Solution"** means the submission of your invoices by either (a) the Processor Method; or (b) iSupplier.
- (i) **"Invoice Processor"** means OB10 Limited or such other company as BT may specify from time to time upon giving at least one month's written notice to you.

- (j) **“iSupplier”** – means the Oracle iSupplier application, enabling, via the internet, the receipt of purchase orders, visibility and tracking of shipment receipting details, and invoice and payment data, including the secure transmission and storage of VAT invoices, without the delivery of paper invoices, by electronic means.
- (k) **“Lead”** means a Prospect who wishes to enter into a Customer Agreement with BT and who has agreed with you that you can provide its details to BT under the Scheme.
- (l) **“New BT Customer”** means any BT Customer which:
 - (i) has not previously subscribed to a Customer Agreement;
 - (ii) had previously subscribed to a Customer Agreement but such Customer Agreement was terminated by the customer in accordance with the terms of such Customer Agreement more than 6 months previously and such customer owes no outstanding monies to BT. BT’s records shall be treated as final in ascertaining whether a customer is an existing or a previous BT Customer; or
 - (iii) if operating a Hotel as defined under the Customer Agreement, received the BT Service at the Hotel Bar but not Hotel Rooms and will contract under an existing Customer Agreement for the Hotel Rooms.
- (m) **“Offer”** means any offer(s) referenced the Customer Agreement in the Order Form, with the relevant terms and conditions set out in Schedule 4 of the Customer Agreement.
- (n) **“Payable Lead”** means a Lead in respect of which Commission is due in accordance with the terms of this Agreement.
- (o) **“Processor Method”** – the processing and transmission by the Invoice Processor to BT’s Accounts Payable Service Provider using either web invoice or structured file methods.
- (p) **“Prospect”** means a business who is not currently a BT Customer.
- (q) **“Referral Form”** means the form you to refer Leads to BT, which is available on request via 0800 085 7000 or via btsport.groups@bt.com.
- (r) **“Referrer Commission Scheme”** means the arrangement pursuant to which BT may pay Commission in accordance with the terms of this Agreement.
- (s) **“Satellite Receiver Box”** means an authorised digital satellite decoder incorporating a conditional access (decryption) system approved by BT and which, when enabled for the Customer Agreement, is equipped to receive BT Service.
- (t) **“Viewing Card”** means the card which when used with a Satellite Receiver Box will allow you to receive the BT Service.

3. Commencement and Term

- 3.1. Without prejudice to any other provisions of this Agreement, either party may terminate this Agreement with immediate effect by giving notice in writing:

- (a) if the other party commits a material breach which is not capable of remedy, or, if capable of remedy, is not remedied within fourteen (14) days of remedy being requested:
- (b) by giving to the other party at any time not less than fourteen (14) days' notice in writing; or
- (c) the other party becomes the subject of bankruptcy, composition or other similar proceedings, or loses the right to manage its business for whatever reason.

4. Rights and Limitations

- 4.1. You will not offer or purport to offer the BT Service, nor will you make any guarantees, promises, representations or warranties in respect of the BT Service, nor will you mislead the Prospect in any way. You will indemnify and hold BT harmless for all costs, claims, demands, expenses, losses, actions, proceedings and liabilities of whatsoever nature arising in connection with, or arising as a result of, any breach by you of this clause.
- 4.2. You will not provide to BT details of Leads where you know or believe (or should reasonably be expected to believe) that such Lead is not entitled to take the BT Services under a Customer Agreement for whatever reason.
- 4.3. You will direct enquiries relating to the BT Service to BT customer services on 0800 085 7000 or such other number as we give you for this purpose.
- 4.4. You acknowledge that the name "BT" and any trade names, characters, logos or trade or service marks ("**Marks**") used in any manner by BT or in connection with the BT Service shall not be used by you without BT's prior consent. For the avoidance of doubt, this shall include any Marks of third parties used by BT in promoting or otherwise in connection with the BT service.
- 4.5. You will be liable for all costs incurred by you in connection with the performance by you of your functions and obligations under this Agreement.
- 4.6. You will conduct your business in full compliance with all applicable legal provisions and/or regulations.

5. Acceptance and Conversion of Leads

- 5.1. You will refer any Leads to BT using the Referral Form. BT will notify you in writing (including by email) whether such Lead has been:
 - (a) accepted by BT as eligible to enter into a Customer Agreement; or
 - (b) rejected, either if the Referral Form is incorrect/incomplete or if the Lead is ineligible to enter into a Customer Agreement.

You will normally be notified of such acceptance or rejection within fourteen (14) days of the date on which the relevant Referral Form was received by BT.

- 5.2. If BT accepts a Lead, BT will notify you whether such Lead has:
 - (a) entered into a Customer Agreement in respect of which Commission is payable subject to the Lead meeting the requirements set out in Clause 6.1; or
 - (b) not entered into a Customer Agreement in respect of which Commission is payable.

You will normally be notified within 90 days of the Lead being accepted by BT.

- 5.3. All eligibility criteria and decisions and/or acceptability of Leads will be made at BT's absolute discretion.
- 5.4. BT may exclude any category of commercial premises or BT Customers entering into certain of its Customer Agreements from this Retailer Commission Scheme. BT may vary the list of categories and/or Customer Agreements which are so excluded, whether by removing or adding additional categories and/or Customer Agreements from time to time. BT will give you not less than fourteen (14) days' notice of any variations to the exclusions.
- 5.5. If the premises in respect of which a Lead or Customer Agreement is identified is a premises in respect of which a Customer Agreement has previously been held, BT shall be entitled in its discretion to decide whether such Lead or Customer Agreement will be accepted for Commission for the purposes of this Agreement. Without prejudice to the generality of the foregoing, BT may elect not to accept such Leads or Customer Agreements if it believes that there is a connection between the proposed Lead or Customer Agreement and the previous BT Customer. BT reserves the right to reject Commission payments where it believes that the nominated premises or BT Customer has a connection to the previous BT Customer.
- 5.6. For the purposes of this Agreement:
 - (a) a Lead shall be taken to be referred on the date on which details from the relevant Referral Form is accepted by BT.
 - (b) A Customer Agreement shall be taken to have commenced on the day on which the BT Customer's Viewing Card supplied under such Customer Agreement is first enabled with BT channels under the BT Service or on the day on which the BT Customer's new Viewing Cards are enabled.

6. Commission

- 6.1. Subject the terms of this Agreement, BT will pay you the commission set out in clause 6.3 of this Agreement in respect of each Customer Agreement during the Term where:
 - (a) the relevant Lead subsequently enters into a Customer Agreement with BT within ninety (90) days of the date on which such Lead was referred to BT;
 - (b) BT has received from the BT Customer payment for the BT Service in accordance with that Customer Agreement for ninety (90) consecutive days (excluding any days where BT has waived payment as part of an Offer);
 - (c) the relevant BT Customer owes no outstanding monies to BT (whether in respect of the Customer Agreement or otherwise); and
 - (d) either the relevant BT Customer or the relevant Customer Agreement is not otherwise excluded from the Retailer Commission Scheme by BT in accordance with the terms of this Agreement.

subject to that BT Customer entering into a twelve (12) month or longer minimum term Customer Agreement.

- 6.2. The amount of Commission payable to you in respect of Leads or Customer Agreements is dependent upon the category of Customer Agreement entered into by the Customer. BT shall

have absolute discretion in selecting the applicable type of Customer Agreement for any Customer.

6.3. As at the date of this Agreement the rates of Commission payable are as follows:

- (a) A sum equivalent to one month's payment, valued at the same rate that the relevant New BT Customer is paying at the time the Commission is due, for the BT Services excluding VAT by the relevant BT Customer per Agreement.
- (b) The total Commission for each Customer Agreement shall remain subject to the maximum payment for each Customer Agreement specified in Clause 6.4.

6.4. BT may vary the level of Commission (including the maximum amounts payable) at any time on giving you not less than thirty (30) days' notice.

6.5. You acknowledge BT may terminate any such Customer Agreement in accordance with the terms and conditions of such Customer Agreement. Where BT terminates a Customer Agreement within the first 90 days, you will not be entitled to receive any Commission or other payment in respect of that Lead.

7. Payment of Commission

7.1. If BT requires you to use iSupplier as the E-invoicing Solution, you shall, when payment becomes due, submit your invoices using only iSupplier and agrees that BT and/or BT's Accounts Payable Service Provider may reject any invoice not so submitted.

7.2. BT shall:

- a) provide you with a statement with the amount of Commission ex VAT BT owes you for that period.
- b) on or before the second Monday (or, if that Monday is a public holiday, on the next day that is not a public holiday) after the expiration of 30 days from the date BT or its Accounts Payable Service Provider (as the case may be) receives each due, valid and undisputed invoice submitted in accordance with this Clause, instruct its bank to pay it, provided always BT shall, if required to do so by any applicable law, make payment earlier to comply with that law.

7.3. You shall ensure that each invoice is a valid VAT invoice for the purposes of the Value Added Tax Act 1994 (or any similar or replacement legislation) and shall specify:

- (a) its date;
- (b) the correct legal entities for you and BT in accordance with this Agreement, the VAT amount in sterling, the VAT Registration number, the VAT rate applicable, this Agreement number; the purchase order reference; line reference; the relevant BT item code(s) if appropriate;
- (c) the correct price;
- (d) and the full description of the payment to which the invoice relates (as defined in this Agreement);
- (e) line items in the same order and format as the purchase order to which they relate; and
- (f) the agreed payment currency.

You shall raise a separate invoice for each purchase order reference number. BT or BT's Accounts Payable Service Provider may reject any invoice if it is for multiple purchase order reference numbers or otherwise does not comply with this Clause.

In relation to VAT on any payment, you shall:

- (a) supply such information as BT shall reasonably require from time to time to satisfy any enquiry made of BT by HM Revenue & Customs in respect of your invoices and/or your ability to fulfil and discharge your VAT payment obligations and liabilities;
- (b) ensure you have exercised appropriate and sufficient due diligence with respect to your own suppliers' ability to fulfil and discharge their respective VAT payment obligations and liabilities; and
- (c) fully indemnify BT in respect of any claim made against BT by HM Revenue & Customs arising from any failure of you or any of your suppliers to fulfil and discharge your respective VAT payment obligations and liabilities.

7.4. Except as expressly stated otherwise in this Agreement:

- (a) payment shall not become due to you and you shall not submit invoices for payment until the you have fully completed your obligations under and in accordance with this Agreement; and
- (b) you shall submit invoices within 30 days of the date of the statement identifying such Payable Leads in accordance with the requirements set out in the rest of this Clause. BT shall have no liability to make payments in respect of invoices not so submitted.

7.5. BT shall not be liable to:

- (a) reimburse any of your costs or expenses (including, without limitation, any costs or expenses incurred in relation to the E-Invoicing Solution), except to the extent expressly provided for in this Agreement, and then only where they are reasonably and properly incurred by prior Agreement with BT and are validated to BT's reasonable satisfaction; or
- (b) you for or in connection with any failure or unavailability of the E-Invoicing Solution.

7.6. If either Party fails to make any payment under this Agreement on or before the due date, the Party entitled to payment may charge interest at the rate of two per centum per annum above the base rate from time to time of the Bank of England on the outstanding amount from the day after the due date until the date of payment (both before and after judgement) and it shall accrue (but not compound) from day to day. The Parties agree that such interest rate is in substitution for any statutory interest that may be applicable to this Agreement and both it and the payment period set out in Clause 7.2 are fair and reasonable.

8. Miscellaneous

8.1. If in any given period (set by BT) the percentage of Customers who were your Leads or Customer Agreements who cancel their subscriptions within the first twelve months is higher than the average level of such cancellations across BT's subscriber base for the same period, BT may terminate this Agreement immediately on giving written notice to you and shall have no liability for any loss, expense or damages suffered by you as a result of such termination. You agree that you will repay to BT (or BT shall offset) the Commissions paid or payable by BT in respect of those cancelled subscriptions which exceed the average at the relevant time. Further, you agree that you will repay to BT (or BT shall be entitled to offset) the Commissions paid or payable by BT in

respect of subscriptions cancelled during the first twelve months, in circumstances where BT reasonably believes that the Customer did not intend to comply with the Minimum Term (as defined in the Retail Contract) of the subscription.

- 8.2. BT reserves the right to exclude any person, entity or organisation from the TNT Sports Commercial Referrer Commission Scheme at its discretion.
- 8.3. In the event that you owe any monies to BT, whether under this Agreement or otherwise, you agree that BT may elect to set off those monies that you are liable to pay against monies that BT owes you under this Agreement.
- 8.4. Nothing in this Agreement shall restrict BT's ability to vary the Service that it offers, the price of the service or otherwise the basis on which the service is available to customers.
- 8.5. Each party agrees that throughout the term of this Agreement and thereafter it will keep confidential all information of a confidential nature (including information of a commercial value) which may become known to it from the other party unless such information is already publicly known or is required to be disclosed by law or binding regulation. For the avoidance of doubt, you will not disclose any information identifying BT Customers to any third party.
- 8.6. This Agreement shall not be taken to establish a joint venture or partnership between the two parties.
- 8.7. This Agreement sets out the entire agreement between the parties relating to the referral of Prospects to BT at the date hereof. Nothing in this Agreement shall be amended without both parties' consent in writing.
- 8.8. This Agreement shall be governed by law of England and Wales and the English Courts shall have exclusive jurisdiction.
- 8.9. Unless otherwise provided in this Agreement, any notice required to be given by this Agreement shall be given in writing and shall be served by sending by first class (or recorded or registered) post to the address of the other party given in this Agreement or subsequently notified to the other party. A notice to you may also be sent by email. Notices shall be deemed to be received three days after the date of posting or on the same day if sent by email.
- 8.10. You may not assign, transfer or delegate any or all of your obligations under this Agreement without BT's prior written consent.
- 8.11. A waiver by either of the parties of any breach of this Agreement shall be in writing and shall not be deemed as a continuing waiver or waiver of any subsequent breach.